

Make-a-Mag Contest Terms and Conditions

THESE RULES ARE THE TERMS AND CONDITIONS APPLICABLE TO THE MAKE-A-MAG CONTEST (THE “CONTEST”) ADMINISTERED BY HEMLOCK PRINTERS, LTD. THE CONTEST IS INTENDED TO BE CONDUCTED IN CANADA AND THE UNITED STATES OF AMERICA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. Eligibility.

- a.** To be eligible to enter the Contest, an entrant must be a legal resident of Canada or the United States of America. Each entrant must be at least 18 years of age at the time they enter the Contest.
- b.** Active employees, consultants, and interns at Hemlock Printers Ltd. or Hemlock Printers USA Inc. are not eligible to participate in the Competition.
- c.** Family members of active employees, consultants, and interns at Hemlock Printers Ltd. and Hemlock Printers USA Inc. are eligible to participate in the Competition.
- d.** Hemlock Printers Ltd. shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Hemlock Printers Ltd. for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Hemlock Printers Ltd. reserves the right, in its sole and absolute discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. Contest period.

- a.** The Contest entry period (the “Contest Period”) shall be from October 12, 2023 to January 12, 2024, after which time the Contest will be closed and no other entries shall be accepted.

3. How to enter.

- a.** There is no purchase necessary to enter the Contest.
- b.** Entrants must submit a fully completed application outlining their proposal for a new magazine through the Contest online submission form.
- c.** Limit of one (1) entry per person per Contest Period, unless otherwise indicated. In the case of multiple entries where one (1) entry is allowed, only the first entry will be considered and the remainder will be void.
- d.** All entries become the sole property of Hemlock Printers Ltd. and will not be returned for any reason. Entries must be received prior to the indicated Contest Period entry deadline. Entries

will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential or actual Contest winner.

e. Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address or relevant social media account associated with the entry. For the purposes of these Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide Hemlock Printers Ltd. with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

f. By submitting an entry, participants certify they own or have obtained the necessary permission for any images, charts, statistics, and any other information or material submitted to Hemlock Printers Ltd. Any violation may result in disqualification of the entry. Participants are responsible for protecting their proprietary and other rights under applicable laws.

4. Prizes.

a. The Contest prize shall have an approximate retail value of \$6,330 CAD. The Contest winner shall not be entitled to receive the difference between the actual prize value and the approximate prize value.

b. The Contest winner will be contacted by Hemlock Printers Ltd. with instructions on how to claim the prize.

c. The Contest prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Hemlock Printers Ltd. Any unused portion of the prize will be forfeited and has no cash value. Hemlock Printers Ltd. reserves the right, in its sole discretion, to substitute a prize of equal or lesser value if the prize (or any portion thereof) cannot be awarded for any reason.

d. Hemlock Printers Ltd. shall not assume any liability for the loss, damage or misdirection of the prize.

5. Winner selection.

a. Following the end of the applicable Contest Period, entries will be screened by a Contest Eligibility Committee (the “Eligibility Committee”) consisting of staff from Hemlock Printers Ltd.

b. All entries that pass the Eligibility Committee screening will be judged by a Judging Committee (“Judging Committee”) composed of creative professionals working within the print, design, and fine art industries who have been selected by Hemlock Printers Ltd.

c. Judging will be based upon criteria as determined by the Judging Committee, and one (1) entry from all eligible entries received during the Contest Period will be selected as the winner (the “Winning Entry”).

d. If the entrant of the Winning Entry does not respond within ten (10) days of notification, he/she may be disqualified and another Winning Entry may be selected (at the sole and absolute discretion of Hemlock Printers Ltd.) until such time as a response from the entrant of a Winning Entry has been received. Hemlock Printers Ltd. is not responsible for the failure for any reason whatsoever of an entrant to receive notification or for Hemlock Printers Ltd. to receive an entrant’s response.

6. Release.

a. Winners may be required to execute a legal agreement and release (a “Release”) that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of Hemlock Printer Ltd., and if applicable, certain social media websites such as Facebook and Instagram, and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to Hemlock Printers Ltd. the unrestricted right to publish, broadcast, or exhibit his, her, or their name, photograph, likeness, comments and voice in any and all media in connection with publicity related to the Contest. The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification, or the selected individual(s) may be disqualified and any rights he or she may have to the prize will be forfeited.

7. Indemnification by entrant.

By entering the Contest, entrants release and hold Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

8. Limitation of liability.

Hemlock Printers Ltd. assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-

transmission of an entry. Hemlock Printers Ltd. is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Hemlock Printers Ltd. assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Hemlock Printers Ltd. is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. Hemlock Printers Ltd. is not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Hemlock Printers Ltd. assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of Hemlock Printers Ltd., such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the website hosting the Contest.

9. Conduct.

By participating in the Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of Hemlock Printers Ltd. and the Judging Committee, which shall be final and binding in all respects. Hemlock Printers Ltd. reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the website hosting the Contest, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE HOSTING THE CONTEST OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, MONSTERCAT RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. Hemlock Printers Ltd. reserves the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner.

10. Privacy / Use of personal information.

a. By participating in the Contest, each entrant: (i) grants to Hemlock Printers Ltd. the right to use his/her name, mailing address, telephone number, and e-mail address (“Personal Information”) for the purpose of administering the Contest, including but not limited to contacting and announcing the winners; (ii) grants to Hemlock Printers Ltd. the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that Hemlock Printers Ltd. may disclose his/her Personal Information to third-party agents and service providers of Hemlock Printers Ltd. in connection with any of the activities listed in (i) and/or (ii) above.

b. Hemlock Printers Ltd. will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Hemlock Printers Ltd. Privacy Policy at: <https://www.hemlock.com/terms-and-privacy/>.

c. INTELLECTUAL PROPERTY. All intellectual property relating to the Contest, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations, is owned by Hemlock Printers Ltd. or properly licensed to Hemlock Printers Ltd. for the purposes of running the Contest. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

d. TERMINATION. Hemlock Printers Ltd. reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

e. GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Hemlock Printers Ltd. in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. All contest entrants hereby attorn to the exclusive jurisdiction of the courts of the province of British Columbia. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over Hemlock Printers Ltd. and/or the Contest. All federal, state, provincial, territorial and local laws and regulations apply, and a Contest is void where prohibited by law.

f. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

g. SOCIAL MEDIA. Unless otherwise indicated, this Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook and/or Twitter.

For any inquiries regarding these contest rules, please contact marketing@hemlock.com.

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